

<b>SUBMIT BIDS TO:</b>  Seminole County 1101 E. 1 <sup>st</sup> Street, Room 3208 Sanford, Florida 32771  <b>Attn: PURCHASING DIVISION</b>	<b>INVITATION TO BID</b>  and Bidder Acknowledgment
Contact: Betsy J. Cohen, CPPB 407-665-7112 bcohen@co.seminole.fl.us	BID No.: <b>BID-286-02/BJC</b>
Submittal Due Date: <b>June 12, 2002</b> Submittal Due Time: <b>2:00 P.M.</b>	<b>Right of First Refusal</b>
Location of Public Opening: County Services Building, Room #3208, 1101 E. 1 <sup>st</sup> Street, Sanford, Florida 32771	
Bidder Name:	Federal Employer ID Number or SS Number:
Mailing Address:	If returning as a "No Bid", state reason (if so, return only this page):
City, State, Zip:	
Type of Entity: <i>(Circle one)</i>  Corporation      Partnership      Proprietorship Joint Venture	X _____ Authorized Signature (Manual)
Incorporated in the State of:	
Telephone Number:	Typed Name:
Toll Free Telephone Number: (800)	Title:
Fax Number:	Date:

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

<b>TERM AND CONDITIONS</b>
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**CONTACT:** All prospective Bidders are hereby instructed not to contact any member of the Seminole County Board of County Commissioners, County Manager, or Seminole County Staff member other than the noted contact person regarding this Invitation to Bid or their Bid at any time prior to the posting on the Web Site of the final evaluation and recommended ranking by County staff for this project. Any such contact shall be cause for rejection of your submittal.

**PUBLIC OPENING:** Bids shall be received at the Purchasing Division at the above referenced address by the specified time and date. As soon as possible thereafter the names of the Bidders shall be read off at

the specified location. Persons with disabilities needing assistance to participate in the Public Opening should call the contact person at least 48 hours in advance of the Public Opening at 407-665-7116.

**DELAYS:** The COUNTY, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the COUNTY to do so. The COUNTY will notify Bidders of all changes in scheduled due dates by written addendum.

**RESPONSE SUBMISSION:** The COUNTY will receive Bids at the above address. The outside of the envelope/container must be identified with the ITB

Number and title as stated above. The envelope/container must also include the Bidder's name and return address.

Receipt of the Bids in the Purchasing Division after the time and date specified due to failure by the Bidder to provide the above information on the outside of the envelope/container shall result in the rejection of the Bid.

Bids received after the specified time and date shall be returned unopened. The time and date will be scrupulously observed. The COUNTY will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Division shall serve as the official authority to determine lateness of any Bid.

The COUNTY cautions Bidders to assure actual delivery of mailed or hand-delivered Bids prior to the deadline set for receiving Bids. Telephone confirmation of timely receipt of the Bids may be made by calling (407) 665-7115/7119/7120, before the 2:00 deadline.

Bidders shall submit FIVE (5) COMPLETE SETS (one [1] original and four [4] copies) of the submittal, complete with all supporting documentation (i.e., photographs, drawings, and exhibits) in a sealed envelope/container marked as noted above. The Bidder may submit the response in person or by mail.

Bidders may withdraw their Bid by notifying the COUNTY in writing at any time prior to the time set for the Bid deadline. Bidders may withdraw their Bid in person or through an authorized representative. Bidders and authorized representatives must disclose their identity and provide a signed receipt for the Bid. Bids, once opened, become the property of the COUNTY and will not be returned to the Bidder.

No additional information may be submitted, or follow-up performed by any Bidder after the stated due date.

**INQUIRES:** All Bidders shall carefully examine the ITB documents. Any ambiguities or inconsistencies shall be brought to the attention of the County Purchasing Office in writing prior to the due date; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the ITB documents shall be requested in writing and received by the County Purchasing and Contracts Division at least seven (7) business days prior to the due date. Only interpretation or correction so given by the Purchasing Division, in writing, shall be binding and prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret the Bidding Documents. Seminole County Purchasing and Contracts Division (407) 665-7116; Fax Number (407) 665-7956.

**ADDENDUM:** The COUNTY will record its responses to inquiries and any supplemental instructions submitted to the County Purchasing Office prior to the deadline in the form of written addendum.

Bidder shall sign, date, and return the latest addendum with their Bid. Previous addenda will be deemed received. It is the Bidder's responsibility to contact the COUNTY in the event that a previous addendum is not received.

Addenda information will be posted at [www.co.seminole.fl.us/business/purchasing](http://www.co.seminole.fl.us/business/purchasing). It shall be the responsibility of the Bidder to ensure receipt of all addenda.

**SELECTION PROCESS:** The selection process may involve background checks. To be considered for award, a Bid must comply in all specifications.

**BID FORM:** The Bid Form is included in the Bid Documents. Bid Form must be completed in ink or by typewriter. Bidders are required to bid their prices on the Bid Form supplied by the County in the Bid Documents.

The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled on the Bid Form). All Bids shall remain firm for ninety (90) days after the day of the Bid opening, but COUNTY may, in its sole discretion, release any Bid and return the Bid Security prior to that date. Extensions of time when Bids shall remain opened beyond the ninety-day period may be made only by mutual agreement between Seminole County, the Low Bidder, and the Surety, if any, for the Low Bidder.

**MODIFICATION AND WITHDRAWAL OF BIDS:** Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. Withdrawal of a Bid under this subsection will not prejudice the rights of Bidder to file a new Bid.

If within 24 hours after the Bids are opened, any Bidder files a duly signed written notice with COUNTY, and within 48 hours thereafter demonstrates to the reasonable satisfaction of the COUNTY that: a) there has been a material and substantial mistake in the preparation of the Bid; b) the mistake is of such great consequence that to enforce the Agreement would be unconscionable; and c) the mistake occurred notwithstanding the exercise of reasonable care in the preparation of the Bid; the Bidder may withdraw its Bid, and the Bid Security will be returned provided that the COUNTY is not seriously prejudiced, except for the loss of its bargain. Bidder shall not be allowed to correct a Bid with a material and substantial mistake. A Bidder withdrawing its Bid under this subsection shall be

disqualified from further bidding on the Work.

**AWARD:** The COUNTY anticipates award to the Respondent's who submits the Bid judged by the COUNTY to be the most advantageous.

The Bidder understands that this ITB does not constitute an agreement or a contract with the Bidder. An official contract or agreement is not binding until Bids are reviewed and accepted by appointed staff, approved by the appropriate level of authority within the COUNTY, and executed by the parties.

The COUNTY reserves the right to reject all Bids, to waive any formalities, and to solicit and re-advertise for new Bids, or to abandon the project in its entirety.

**AWARD CRITERIA:** The recommendation of award will be based on proposed cost to the County.

**BID PREPARATION COSTS:** Neither the COUNTY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this ITB. Bidders should prepare their Bid simply and economically, providing a straightforward and concise description of the Bidder's ability to meet the requirements of the ITB documents and/or any other requirements as requested by the County.

**ACCURACY OF SUBMITTAL INFORMATION:** Any Bidder which submits in its submittal to the COUNTY any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

**BID SECURITY:** Bid Security shall be made payable to COUNTY, in the amount of five percent (5%) of the total bid amount, in the form of a cashier's check or a Bid Bond issued by a Surety meeting the requirements of these Bid Documents. The Bid Security of the Low Bidder shall be retained until such Bidder has executed the Agreement. Bid Security is submitted with the understanding that it shall guarantee that the Bidder will not withdraw its Bid for a period of at least ninety (90) days after the closing time for receipt of Bids. The Surety Companies must be registered and licensed to do business within the State of Florida and shall meet the minimum acceptance requirements established by Seminole County.

**LEGAL REQUIREMENTS:** Bidders are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

**POSTING OF ITB AWARD:** Recommendation for award

will be posted for review by interested parties at the Purchasing Division and at the County's Web Page: <http://www.co.seminole.fl.us> prior to submission through the appropriate approval process.

**PUBLIC RECORDS:** Upon award recommendation or ten (10) days after opening, Bids become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the ITB, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

**ACCEPTANCE / REJECTION:** Seminole County reserves the right to accept or reject any or all Bids and to make the award to that Bidder, who in the opinion of the County will be in the best interest of and/or the most advantageous to the County. Seminole County also reserves the right to reject the Bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. Seminole County reserves the right to inspect all facilities of Bidders in order to make a determination as to the foregoing. Seminole County reserves the right to waive any irregularities, informalities, and technicalities and may, at its discretion, request a reprocurement.

**PROHIBITION AGAINST CONTINGENT FEES:** It shall be unethical for a person to be retained, or to retain any company or person, other than a bonafide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**AFFIRMATION:** By submission of a Bid, Bidder affirms that his/her Bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, equipment or services, and is all respects fair and without collusion or fraud. Bidder agrees to abide by all conditions of this Invitation to Bid and the resulting contract.

**PUBLIC ENTITY LAW:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid

on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or a public work, awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact

business with any public entity in excess of Category Two of the Florida Statute Section 287.017 for a period of 36 months from the date of being placed on the convicted vendor list.

**BID FORM**  
**BID-286-02/BJC**  
**Right of First Refusal**

Name of Bidder: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone Number: (\_\_\_\_\_) \_\_\_\_\_

Fax Number: (\_\_\_\_\_) \_\_\_\_\_

To: Purchasing Division of Seminole County, Florida

The undersigned, as Bidder, declares that the only persons or parties interested in this Bid as principals, are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the Bid is accepted, that he will execute a Contract with the COUNTY; that he will furnish the Bid Security, that he is aware that failure to properly comply with the requirements set out in the Bid Documents may result in a finding that the Bidder is non-responsive and may cause a forfeiture of the Bid Security.

TOTAL AMOUNT OF BID: \_\_\_\_\_  
Numbers

\_\_\_\_\_  
(IN WORDS)

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Name of BIDDER)  
FORM)

\_\_\_\_\_  
(Signature of person signing this BID

\_\_\_\_\_  
(Printed name of person signing this BID FORM)

\_\_\_\_\_  
(Title of person signing this BID FORM)

# ***Right of First Refusal***

***Property Located at 997 East S.R.  
427, Altamonte Springs, Florida***

***Parcel Tax ID Number:  
18-21-30-510-0A00-0280***

***Right of First Refusal Description: Attached  
Legal Description: Attached  
Map: Attached***

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**RIGHT OF FIRST REFUSAL INTEREST IN THE  
LICENSE PROPERTY**

Seminole County offers for sale a right of first refusal, more specifically described below, in the property described as follows:

County Road 427 (Charlotte Street to State Road 436)

Lots 28, 29, and 30, Block A, ALTAMONTE COMMERCIAL CENTER, Plat Book 4, page 31, Seminole County, Florida, LESS: Beginning at the NW corner of Lot 28, Block A, of ALTAMONTE COMMERCIAL CENTER, thence run North 7 feet, thence East to the Westerly right-of-way line of Longwood Road, thence South to the NE corner of Lot 30, Block A, of ALTAMONTE COMMERCIAL CENTER, thence West to the Point of Beginning.


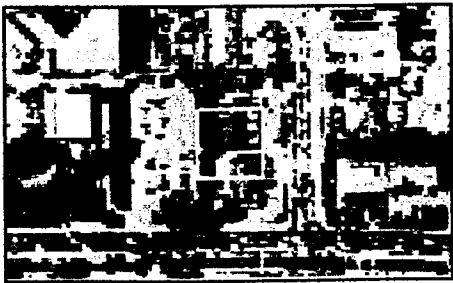
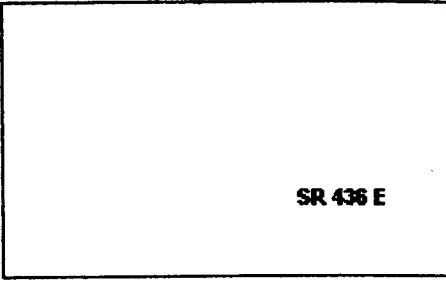
In the event that the County determines that the above-described property, generally located at the northwestern corner of the intersection of State Road 436 and County Road 427, no longer serves a public purpose, and the County desires to sell the property, the County shall offer the property for sale to the public according to County standards applicable to the sale of surplus real property. Upon the conclusion of the public bid process, the holder of this right of first refusal shall have the right to purchase the property from the County for ONE AND NO/100 DOLLARS (\$1.00) above the price offered by the highest bidder. The holder of this right shall have twenty (20) days to deposit the sum equal to the highest bid received plus ONE AND NO/100 DOLLARS (\$1.00) into an escrow account held by the Clerk of the Circuit Court. Upon the deposit of this sum, the holder of this right shall be deemed to have accepted the County's offer to purchase the property. If the holder of this right fails to deposit such sum on or before the twentieth (20<sup>th</sup>) day after the final date for the acceptance of bids, then the right of first refusal shall expire and the County shall offer the property to the person who provided the County with the most sufficient bid according to the County standards.

RG/

9/16/98

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PARCEL DETAIL		REAL ESTATE	PERSONAL PROP.	TAX ROLL	SALES SEARCH	< + >																																										
 <p><b>Seminole County</b> Property Appraiser Services 1101 E. First St. Sanford FL 32771 407-465-7506</p>					 <p>SR 436 E</p>																																											
<p align="center"><b>GENERAL</b></p> <p>Parcel Id: 18-21-30-510-0A00-0280      Tax District: A1-ALTAMONTE</p> <p>Owner: SEMINOLE B C C      Dor: 11-STORES GENERAL-ONE S</p> <p>Own/Addr: COUNTY SERV BLDG</p> <p>Address: 1101 E 1ST ST      Exemptions: 85-COUNTY</p> <p>City,State,ZipCode: SANFORD FL 32771</p> <p>Property Address: 997 436 E</p> <p>Facility Name:</p>					<p align="center"><b>VALUE SUMMARY</b></p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$105,664</p> <p>Depreciated EXFT Value: \$800</p> <p>Land Value (Market): \$78,463</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$184,927</p> <p>Assessed Value (SOH): \$184,927</p> <p>Exempt Value: \$184,927</p> <p>Taxable Value: \$0</p> <p>Tax Bill Amount: \$0</p>																																											
<p align="center"><b>SALES</b></p> <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>06/1992</td> <td>02442</td> <td>0644</td> <td>\$810,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>03/1988</td> <td>01949</td> <td>0237</td> <td>\$287,000</td> <td>Improved</td> </tr> <tr> <td>QUIT CLAIM DEED</td> <td>11/1987</td> <td>01916</td> <td>1307</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>QUIT CLAIM DEED</td> <td>03/1987</td> <td>01846</td> <td>0031</td> <td>\$35,000</td> <td>Improved</td> </tr> <tr> <td>QUIT CLAIM DEED</td> <td>02/1986</td> <td>01723</td> <td>1070</td> <td>\$47,700</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>07/1984</td> <td>01563</td> <td>0472</td> <td>\$190,000</td> <td>Improved</td> </tr> </tbody> </table> <p align="center">Find Comparable Sales within this DOR Code</p>					Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	06/1992	02442	0644	\$810,000	Improved	WARRANTY DEED	03/1988	01949	0237	\$287,000	Improved	QUIT CLAIM DEED	11/1987	01916	1307	\$100	Improved	QUIT CLAIM DEED	03/1987	01846	0031	\$35,000	Improved	QUIT CLAIM DEED	02/1986	01723	1070	\$47,700	Improved	WARRANTY DEED	07/1984	01563	0472	\$190,000	Improved		
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<p><b>NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.</b></p>																																																

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CONTACT



